



**REQUEST FOR PROPOSALS  
FOR SERVICES EXPANSION OF AN  
URBAN-BASED FEDERALLY QUALIFIED HEALTH CENTER  
CHRONIC HYPERTENSION**

**State of Georgia's  
Department of Community Health  
Office of Rural Health Service**

**RFP NUMBER #419-03-00394**

**Released on March 31, 2004**

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## **A. SCOPE OF SERVICES AND REQUIREMENTS**

### **1. PROJECT SUMMARY**

The Georgia Department of Community Health's (hereinafter referred to as "DCH" or "Department") Office of Rural Health Services (hereinafter referred to as "ORHS") is requesting proposals for the Service Expansion of an Urban-Based Federally Qualified Health Center (hereafter referred to as "FQHC" or "RFP"). The objective of this procurement is to obtain the services of a qualified firm to expand access to primary health care services through FQHCs by increasing the number of indigent (the poor, Medicaid, PeachCare and particularly the uninsured and underinsured) that have access to primary health care services through an existing FQHC or expansion location. These services will target patients who have been diagnosed with chronic hypertension. Proposals must be received no later than **1:00 P.M.** Eastern Daylight Time on **April 23, 2004**. Proposals should be sent to:

Arnita E. Woodard, Contract Specialist II  
Georgia Department of Community Health  
2 Peachtree Street, NW – 35<sup>th</sup> Floor  
Atlanta, Georgia 30303-3159

### **2. SCHEDULE**

This Request For Proposals will be governed by the following schedule:

March 31, 2004	Release of RFP
April 8, 2004	Deadline for Written Questions no later than 1:00 PM EST
April 23, 2004	Proposals Due
May 21, 2004	Contract Award (on/about)
June 1, 2004	Contractor Begins Work

### **3. CONTRACT TERM**

The contract period is from June 1, 2004, through June 30, 2004. DCH shall have the option, exercisable at its sole discretion, to renew this Contract upon the same terms, conditions and price in effect at the time of renewal for one (1) additional contract period. The renewal of the successful Offeror's Contract shall be contingent upon the availability of funds and the successful Offeror's Contract performance. The Contract Award will be by the issuance of a Notice of Award. Renewals will be accomplished through the issuance of an amendment to the Contract. The successful Offeror shall begin providing the appropriate service under this program upon the awarding of the Contract.

#### 4. PROJECT STATEMENT OF WORK

The following areas have been determined as technical mandatory requirements for the Project Scope. The successful Offeror must be able to meet each of the following requirements. Offerors will indicate their understanding and ability to perform these tasks on the form provided at Appendix A to the RFP in addition to responding to the requirements in their Technical Proposal.

##### a) **Mandatory Project Specifications**

1. Offeror must be located in an urban community with a population more than 35,000 and be able to provide a plan for improving healthcare access for the targeted population (the indigent, the poor, Medicaid, PeachCare members and the uninsured and underinsured) who has been diagnosed with chronic hypertension.
2. Offeror must establish, or show evidence of establishment of, regional rural health partnerships, which shall include, but are not limited to, local community-based agencies, private providers, acute care or specialty practices or both and hospitals. Copies of an executed Memorandum of Agreement or Understanding between Offeror and their key partner(s) must be included with the Offeror's response to the RFP.
3. Offeror must be, and remain, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to ensure security and confidentiality of the data and records associated with this RFP.
4. Offeror must provide client performance references for the immediate past three (3) years. Additionally, Offeror must include referenced from any other state and governmental entity that Offeror has done, or is currently doing, business with whether they are within or outside of the timeframe previously specified. **DCH will consider the performance history from Offerors who have or are currently doing business with the DCH, ORHS, or any other agency in the State of Georgia in the evaluation phase of this procurement.**
5. Offeror must complete a "Community and User Characteristics Sheet," which is attached to the RFP, that documents the need for the expansion of primary health care service and incorporates the county of service's ranking on Georgia's Primary Care Access Plan (GPCAP) on the sheet. The geographic area with the greatest need will be given priority consideration based on GPCAP and other need documentation.

(The specifications detailed within this section will be developed into a Checklist ([Appendix A](#)) that will require firms to agree to all of the Mandatory Project Specifications listed and firms will be required to return Appendix A as a part of

their technical proposal.)

**b) Desirable Project Specifications**

The successful Offeror will be required to expand primary health care services through a rural FQHC by increasing the number of indigent that have access to primary health care service. Offeror will be required to do the following:

1. Provide a plan to expand primary health care services to target communities that includes, at a minimum, services for the indigent (the poor, Medicaid, PeachCare and the uninsured and underinsured). Services should be provided regardless of the member's ability to pay. The service provision should be coordinated with the regional health partnerships, which are made up of local community-based agencies, private providers office, acute care or specialty practices or both, hospitals, etc.
2. Provide documentation of targeted patient encounters and visits for proposed primary health care clinic services to include referrals made to local behavioral health services, social case management programs and oral health care providers. There must be a measurable increase in the number of new indigent members served.
3. Provide tracking of occurrences of preventive services, chronic disease treatment, health education and outreach services to the indigent patients in the target region.
4. Develop a tracking system to monitor the number of patients served through this effort at the Community Health Centers by payer mix, demographics, etc... as well as developing measurement criteria to evidence the patient's health improvement as a result of the patient's participation in preventative screenings and regular examinations.
5. Provide additional primary health care-related activities that could include, but are not limited to: facilitating regular, local and regional community development events to encourage stakeholder involvement in the development of services; development and implementation of measurable preventive and chronic disease programs that are able to track evidence of improved healthcare status for neighborhood citizens; and initiatives to improve access to acute care and emergency medical services, etc.
6. Provide clear linkages to acute, outpatient and specialty providers.
7. Provide evidence on the impact that direct partnerships with other major entities such as public health officials and the local county governmental structure have on the health and welfare of community residents.

8. Provide a comprehensive sustainability plan, which evidences Offeror's Financial stability, viability and gives some historical expertise on Offeror's ability to manage a project of this type.
9. Provide a detailed implementation work plan with timelines to the DCH/ORHS within 30 days from contract execution to include information about specific services identified in the contract and the person responsible for their completion.
10. Provide data, information and other materials as requested by the ORHS staff to fulfill the requirements of the DCH in accomplishing the objectives of the program.
11. Consult with the DCH/ORHS designated staff prior to purchasing goods and services not identified in this contract to ensure the appropriate use of resources for the Scope Of Services being provided.
12. Ensure approved documentation and deliverables or both are submitted on or before the due date for expenditures related to the grant.
14. Provide monthly program status summaries and reports on expenditures made against the contract for program activities, which may be submitted via electronic, standard mail delivery or both to the ORHS by the tenth (10<sup>th</sup>) of the month. The Contractor, in consultation with DCH/ORHS, will develop the report format.
15. Provide quarterly programmatic and performance statistical reports with the signed invoices. The report shall be submitted via electronic, standard mail delivery or both to the ORHS no later than the 15th business day after the end of each quarter.
16. Provide the final program and financial reports to the ORHS no later than 45 days following the contract termination date. No payment will be made until all final reports and invoices have been received and approved by DCH.

## B. INSTRUCTIONS AND INFORMATION

### 5. PROCESS FOR SUBMITTING PROPOSALS

#### ◆ **Content of Proposal**

The technical proposal must be submitted using the format as indicated in ([Appendix B](#)). The Offeror must complete and return Appendix B with the Technical Proposal. Use the checklist and follow the format. Label all responses to the corresponding requirement in Appendix B.

Provide as much detail as possible to allow the evaluation committee to have a clear understanding of the proposed solution. The Offeror's Technical Proposal must address those items identified in Section A.4.a (1 through 5) and Section A.4.b (1 through 16).

#### ◆ **Project Organization and Staffing**

Proposed Organization and Staffing for the Project and Staff's Qualifications, including the following:

- a. Proposed Organizational Chart for the Project;
- b. Description of Responsibilities for All Proposed Staff;
- c. Names and Resumes of Key Staff Proposed (be specific here); and
- d. Time Commitments of Proposed Staff (full time/part time and/or number of man days/months/year per person over the course of the project.

#### ◆ **Proposed Technical Approach**

- a. Proposed Approach to Performing, Including Timeline:  
Description of approach that will fully address the requirements of this RFP.
  1. Proposed staff responsible for the training and educational efforts of the personnel assigned to fulfill the functions of this contract as well as a training schedule with location, date and time.
  2. Description of the authority the on-site director has to commit resources in addition to those contained in the proposal.
- b. Description of timeline that indicates the steps anticipated as being necessary to effectively implement the Urban-Based Services Expansion Program for Hypertension.
- c. Proposed methodology for benchmarking performance.
- d. A work plan for the project, which meets the stated deadlines of the State.
  1. For each deliverable, describe the scope, duration or milestone date and delivery, inspection and acceptance criteria that will be used by the receiving department contract manager or a project timeline with milestones, etc.

#### ◆ **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

♦ **Packaging of Proposal**

The proposal must be divided into two sealed packages – a technical proposal and a cost proposal and plainly marked as:

Name of Company  
Technical Proposal or Cost Proposal (as applicable)  
RFP 419-03-00394  
April 23, 2004 no later than 1:00 PM EST

♦ **Number of Proposal Copies**

Please submit an original, five (5) copies and an electronic copy on a CD-ROM or 3.5 diskette of the technical proposal, and an original, three (3) copies and an electronic copy on a CD-ROM or 3.5 diskette of the cost proposal.

♦ **Submission of Proposals**

Please submit proposals to:

Arnita E. Woodard, Contract Specialist II  
Department of Community Health  
Contract Administration  
2 Peachtree Street, NW  
Suite 35-493  
Atlanta, GA 30303-3159

All proposals must be delivered to the above office no later than 1:00 P.M. Eastern time on April 23, 2004. Proposals received after the above date and time will not be considered. Faxed or e-mailed proposals will not be accepted.

♦ **Inquiries**

Questions about this RFP must be directed in writing, via e-mail, to:

Arnita E. Woodard  
Contract Specialist II  
Department of Community Health  
Contract Administration  
2 Peachtree Street, NW  
Suite 35-493  
Atlanta, GA 30303-3159  
[awoodard@dch.state.ga.us](mailto:awoodard@dch.state.ga.us)

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any State employee other than the contracting officer listed above regarding this RFP except



during the pre-proposal conference. The State reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the State.

◆ **Rejection of Proposals/Cancellation of RFP**

The State of Georgia reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State or its taxpayers. It is also within the right of the State to reject proposals that do not contain all elements and information requested in this document. The State of Georgia shall not be liable for any losses incurred by the proposers throughout this process.

**6. EVALUATION CRITERIA**

The evaluation of proposals received on time will be conducted in the following four phases:

◆ **Administrative Review**

The proposals will be reviewed for the following administrative requirements:

- (a) Separately sealed technical proposal and cost proposal
- (b) Only technical information is included in the technical proposal
- (c) All documents requiring a signature have been signed

◆ **Requirements Review**

The proposals that pass the administrative review will be reviewed for completeness to ensure that all mandatory requirements are addressed satisfactorily in Appendix A.

◆ **Technical Review**

Agencies should reference the “GUIDE TO DETERMINING CONSIDERATIONS FOR EVALUATION METHODS” when deciding on the proper weighting for the technical and cost components and when deciding the minimum technical cutoff point.

**Technical Weighting Distribution**

A technical proposal can receive a maximum of 600 points. Technical proposals will be evaluated and scored in categories. Each category is assigned a maximum point value. Only technical proposals that receive 450 points (75%) or more will have the accompanying cost proposal evaluated under Cost Review.

Technical proposals that receive 450 or more points, their scores will be adjusted to maintain the balance between the technical and cost components. The proposal with

the highest score will be adjusted up to 600 points. All other proposals with 450 or more points will receive a prorated technical score to maintain the balance between competing proposals.

$$P/H \times 600 = V$$

Where: P = Technical score of the proposal being adjusted  
H = Original technical score of the highest ranking proposal  
V = Assigned points for proposal being adjusted

The Offeror **MUST provide** information on the following, which the State will evaluate and assign points. While the RFP may be “general” in nature, proposal responses must be “specific” in content.

The proposals that pass the requirements review will be reviewed for quality and completeness and can receive a maximum of 600 points. The following listing provides the maximum points available for each factor in the evaluation:

	Points
(a) Community Resources and Partnerships	200
(b) Company Background and Experience	100
(c) Proposed Technical Approach	200
(d) Project Organization and Staffing	50
(e) References	<u>50</u>
<b>TOTAL</b>	<b>600</b>

#### ◆ **Cost Review**

Use the Cost Proposal form only ([Appendix C](#)).

Cost evaluations will be performed by the DOAS Contracting Officer and will have a maximum of 400 points. The proposals that pass the technical review will have their cost proposals reviewed and can receive a maximum of 400 points. Cost proposals must be on a fixed price basis. The proposal with the lowest total cost will be awarded 400 points. All other proposals will receive a prorated cost score to maintain the balance between competing proposals.

$$L/R \times 400 = Z$$

Where: L = Total cost of the proposal with the lowest total cost  
R = Total cost of the proposal being ranked  
Z = Assigned points

## **Identification of Apparent Successful Offeror**

The resulting cost proposal scores will be combined with the technical proposal scores to identify the apparent successful firm.

## **7. STANDARD TERMS AND CONDITIONS**

### **◆ Addenda**

The State reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Georgia Procurement Registry, <http://www.procurement.state.ga.us>; proposers should check this web page daily for new information.

### **◆ Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the State.

### **◆ Contract Discussions**

Prior to award, the apparent successful firm may be required to enter into discussions with the State to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions initiated with the second highest scoring firm.

### **◆ Confidentiality Requirements**

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Georgia Open Records Act. The State cannot protect proprietary data submitted in proposals.

### **◆ ADA Guidelines**

The State of Georgia adheres to the guidelines set forth in the American Disabilities Act (ADA). Provisions will be made to make your use of the required services provided easier and more accessible. We ask that you please call the Contracting Officer at 404- 657-6000 in advance if you require special arrangements. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages for the speech and hearing impaired, in strict confidence.

◆ **Financial Information**

The State is concerned about proposers financial capability to perform, therefore, please provide sufficient data to allow for an evaluation of your firm's financial capabilities.

◆ **Proposal Authorization**

In accordance with the provisions of the Official Code of Georgia Annotated 50-5-67(a), the Department of Administrative Services (DOAS) has determined that the use of competitive sealed bidding will not be practical or advantageous to the State in completing the acquisition of the services and/or commodities described herein. Competitive sealed proposals shall be submitted in response to this request in the same manner as competitive sealed bids and shall be opened in the same manner as competitive sealed bids. All proposals submitted as a result of this request shall be made in accordance with the provisions of the Georgia Vendor Manual, these instructions, and specifications.

◆ **Drug Free Workplace**

The apparent successful firm must certify to DCH that a drug-free workplace will be provided for Contractor's employees during the performance of the Contract as required by the "Drug-Free Workplace Act", O.C.G.A. § 50-24-1, et seq. and applicable federal law. The apparent successful firm will secure from any subcontractor hired to work in a drug-free workplace such similar certification. Any false certification by the apparent successful firm or violation of such certification, or failure to carry out the requirements set forth in the Code, may result in the apparent successful firm being suspended, terminated or debarred from the performance of this Contract. (See Drug Free Workplace Certification, Appendix E, Attachment A).

## APPENDIX A

### AGREEMENT TO MANDATORY PROJECT SPECIFICATIONS

All mandatory requirements listed in Section A.4.a. of the RFP are presented below. Proposer should indicate their understanding of these mandatory requirements and their agreement to satisfy these mandatory requirements by placing the word “Yes” by each requirement.

This checklist is provided for the convenience of proposers, but it is the proposer’s responsibility to review the entire RFP and ensure response is made to all requirements.

**Failure to place “yes” by each mandatory requirement may cause the Department to reject the proposal.**

Proposers must meet all of the following mandatory requirements to be considered for evaluation under this RFP.

\_\_\_\_\_A. Mandatory Specification 1

Offeror must be located in an urban community with a population more than 35,000 and be able to provide a plan for improving healthcare access for the targeted population (the indigent, the poor, Medicaid, PeachCare members and the uninsured and underinsured) who has been diagnosed with chronic hypertension.

\_\_\_\_\_B. Mandatory Specification 2

Offeror must establish, or show evidence of establishment of, regional rural health partnerships, which shall include, but are not limited to, local community-based agencies, private providers, acute care or specialty practices or both and hospitals. Copies of an executed Memorandum of Agreement or Understanding between Offeror and their key partner(s) must be included with the Offeror’s response to the RFP.

\_\_\_\_\_C. Mandatory Specification 3

Offeror must be, and remain, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to ensure security and confidentiality of the data and records associated with this RFP.

\_\_\_\_\_D. Mandatory Specification 4

Offeror must provide client performance references for the immediate past three (3) years. Additionally, Offeror must include referenced from any other state and governmental entity that Offeror has done, or is currently doing, business with whether they are within or outside of the timeframe previously specified. **DCH will consider the performance history from Offerors who have or are currently doing business with the DCH, ORHS, or any other agency in the State of Georgia in**

**the evaluation phase of this procurement.**

\_\_\_\_E. Mandatory Specification 5

Offeror must complete a “Community and User Characteristics Sheet,” which is attached to the RFP, that documents the need for the expansion of primary health care service and incorporates the county of service’s ranking on Georgia’s Primary Care Access Plan (GPCAP) on the sheet. The geographic area with the greatest need will be given priority consideration based on GPCAP and other need documentation.

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Authorized Signature

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Print Name

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Date

## APPENDIX B

### REQUIRED CONTENT OF PROPOSALS

The proposal must be submitted using the format as indicated in Appendix B. It should address Section A.4.a. including the Proposer's Background and Experience, Project Organization and Staffing, Proposed Technical Approach and Corporate Experience.

This appendix will identify what information should be submitted within the proposal in response to this RFP and the order in which it should appear. More information regarding the process to follow when submitting the proposal is described within the RFP (Section 5).

Proposer should indicate required documents are included within the proposal and the location of those documents by placing the word "Yes" by each requirement and specifying the page or reference number where that document is located.

This checklist is provided for the convenience of proposer, but it is the proposer's responsibility to review the entire RFP and ensure response is made to all requirements.

**Failure to place 'yes' by each requirement may cause the Department to reject the proposal.**

Unless otherwise indicated, Proposers must meet all of the following requirements to be considered for evaluation under this RFP.

Yes/No	Page/Ref. No.
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_____	_____
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#### 1. Cover Letter

The proposal should contain a cover letter and introduction, including: the company name, address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.

_____	_____
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#### 2. Proposal Form

The proposal must contain a signed proposal form ([Appendix D](#)).

_____	_____
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#### 3. Agreement to Mandatory Project Specifications

The proposer should indicate its agreement to all of the Mandatory Specifications for this project by completing ([Appendix A](#)).

Yes/No

Page/Ref. No.

\_\_\_\_\_

\_\_\_\_\_

**4. Contract Exceptions**

The contract that the State intends to use is identified as (Appendix E). Any exceptions to the Contract must be submitted and clearly identified with the Proposer's Technical Proposal. If None, state the word "None".

\_\_\_\_\_

\_\_\_\_\_

**5. Small or Minority Business Form**

The Proposer should indicate its classification as a Small Or Minority Business by completing (Appendix F).

\_\_\_\_\_

\_\_\_\_\_

**6. Summary of Understanding of the Proposed Services**

The Proposer should indicate their understanding of the requested services and describe how it proposes to service the DCH. The Proposer must include the following information: *(See Section B.5. Proposed Technical Approach).*

\_\_\_\_\_

\_\_\_\_\_

**7. Company Background**

- i. A description of the Proposer's firm's background and history. Please include principals of the firm and their backgrounds. Describe ownership structure and provide relevant information.
- ii. A list of all corporate offices and indicate which office will service this account(s).
- iii. A broad overview of the Proposer's firm, including any parent, affiliated or subsidiary company, and any business partners. Provide an organization chart of the Proposer's firm and describe the relationship between each component of the firm.
- iv. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
- v. Disclose whether, within the last five years, the organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.



- vi. A description of the level of coverage of professional liability insurance the Proposer's firm carries. List the insurance carrier(s) supplying coverage.
- vii. A full biography for each firm employee that will be assigned to this account.
- viii. A list of all current clients covered by the individual(s) that will cover this account.
- ix. A description of the Proposer's firm's experience with other government organizations
- x. Disclose in detail certification to DCH that a drug-free workplace will be provided for Contractor's employees during the performance of the Contract as required by the "Drug-Free Workplace Act", O.C.G.A. § 50-24-1, et seq. and applicable federal law (Appendix E, Attachment A).
- xi. The Proposer shall certify that it is not presently debarred, suspended, proposed for debarment or declared ineligible for award of contracts by any federal or State agency (Appendix E, Attachment B).
- xii. The Proposer shall disclose in detail the agreement to comply at all times with the provisions of the Federal Single Audit Act (hereinafter called the Act) as amended from time to time, all applicable implementing regulations, including but not limited to any disclosure requirements imposed upon non-profit organizations by the Georgia Department of Audits as a result of the Act (Appendix E, Attachment C).
- xiii. The Proposer shall disclose in detail how confidential information shall be treated and that it is obtained or viewed by it or through its staff and subcontractors performance under this Contract as confidential information, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations (Appendix E, Attachment D).
- xiv. The Proposer shall disclose acknowledgement and understanding that HIPAA may require the successful Offeror and DCH to sign a Business Associate

Agreement or other documents for compliance purposes, including but not limited to “Appendix E, Attachment E”.

- xv. The Proposer shall indicate their understanding, in the performance of this Contract, shall not offer or give, directly or indirectly, to any employee or agent of the State of Georgia, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this Contract, and shall comply with the disclosure requirements set forth in O.C.G.A. § 45-1-6 (Appendix E, Section #16).
- xvi. The Proposer shall also state and warrant that it has complied with all disclosure and registration requirements for vendor lobbyists as set forth in O.C.G.A. § 21-5-1, et. seq. and all other applicable law, including but not limited to registering with the State Ethics Commission (Appendix E, Exhibit 1).

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## **8. Corporate Experience**

- i. Description of firm’s experience in similar projects: The overall experience of the Offeror providing primary health care services should be described. Also describe experience working with the targeted population.
- ii. Financial Statements of the applicable legal entity for each of the last two (2) fiscal years, including at a minimum balance sheets, statements of income, statement of changes in financial position, auditor reports and annual reports.
- iii. Description of Firm’s Experience Specifically with Governmental Operations: Specific experience with federal, other State and local governments should be described.
- iv. The Proposer must demonstrate knowledge and experience of chronic disease management.
- v. The Proposer must demonstrate knowledge of and experience in regional partnerships.

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## **9. Statement of Work**

- i. Please address each item in Section A.4.a, focusing on the Proposer's ability to perform each required service for the State including the description of experience in Services Expansion of a Federally Qualified Health Center, Technical Approach, Company Background and Experience and Project Organization and Staffing.

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## **10. References**

- i. A list of the names and addresses of at least three clients who have hired the Proposer's firm for similar services as detailed in this RFP during the past three years, including the name, title, and telephone number of the contact person.
- ii. DCH will consider the performance history from proposed Offerors who have or are currently doing business with DCH or the State of Georgia as a provider or both in the Administrative phase of this procurement. Additionally, DCH will consider references from other State, federal and local governments where the Offeror has performed similar work.
- iii. Complete Appendix B and return with proposal.

## APPENDIX C

### COST PROPOSAL

Vendor Name:\_\_\_\_\_

**Total Contract Value for ALL Requirements including G & A\* \$ \_\_\_\_\_\*\***

\*G & A = **all** General and Administrative Costs, Profits, Travel, per diem, and **ALL** costs associated with this contract.

**\*\*This is the figure that will be used in the evaluation.**

Where there is a reference in the RFP to deliverables, submission requirements or other response and contract performance discussions, said reference may not include all requirements in the RFP. It is incumbent upon the contractor to read this entire RFP carefully and respond to and price **all requirements** and ensure “**Total Contract Value for ALL Requirements**” above includes **all requirements**.

---

Authorized Signature

---

Print Name

---

Date

## APPENDIX D

### PROPOSAL FORM

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the Georgia Vendor Manual (<http://www.doas.state.ga.us>) as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by State Purchasing, Department of Administrative Services, State of Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State of Georgia.

It is understood and agreed that we have read the State's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such State specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) **(120 days is the recommended period; however, this period of time can be modified to fit the specific requirements of the RFP)** days from proposal opening date.

#### PROPOSAL SIGNATURE AND CERTIFICATION (Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. has not been violated and will not be violated in any respect.

**The Vendor also certifies that the Vendor and its Lobbyists have complied with the Lobbyist Registration Requirements in accordance with the Georgia Vendor Manual.**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

**APPENDIX E**  
**Sample Contract**

**CONTRACT BETWEEN**

**THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH**

**AND**

**FOR**

**SERVICES EXPANSION OF A URBAN-BASED  
FEDERALLY QUALIFIED HEALTH CENTER  
FOR CHRONIC HYPERTENSION**

**Contract No.: XXXX**

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**THIS AGREEMENT**, with an effective date of \_\_\_\_\_, is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as “DCH” or the “Department”) and \_\_\_\_\_ (hereinafter referred to as the “Contractor”) a **( insert type of business entity )**.

**WHEREAS**, the Georgia Department of Administrative Services (“DOAS”) is charged with the responsibility of procuring goods and services on behalf of state agencies, pursuant to Official Code of Georgia Annotated (hereinafter referred to as “O.C.G.A.”) § 50-5-050, et. seq.;

**WHEREAS**, DCH has caused Request for Proposals Number \_\_\_\_\_ (hereinafter the “RFP”) to be issued through DOAS, which is expressly incorporated as if completely restated herein;

**WHEREAS**, DCH has received from Contractor a proposal in response to the RFP, “Contractor’s Proposal,” which is expressly incorporated as if completely restated herein; and,

**WHEREAS**, DCH accepts Contractor’s Proposal to provide various services for the Department.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **(insert Party’s name)** and **(insert Party’s name)** (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

## **1. SCOPE OF SERVICE/ STATEMENT OF WORK**

The Contractor will facilitate the expansion of primary care services through a Rural Federally Qualified Health Center (hereinafter “Urban FQHC”). The goal of this Contract is to increase the number of indigent persons, including but not limited to those on Medicaid or PeachCare, those with inadequate insurance, and those without insurance at all, that have access to primary care services through an Urban FQHC. The Contractor’s efforts and these services should target patients that have been diagnosed with chronic hypertension.

The Parties agree that DCH retains Contractor to furnish all of the goods, services, and other deliverables as contemplated by this Contract, the RFP, the Contractor’s Proposal, Notice of Award (“NOA”), and any amendments (collectively the “Solicitation Documents”). In addition, the Contractor shall be subject to the terms and conditions set forth in this Contract.

In event of a conflict in language between the various documents incorporated into this Agreement, the provisions and requirements set forth in this Agreement shall govern and control without exception.

**(Insert goods, services, deliverables below)**

**A. DCH Responsibilities**

DCH shall:

DCH may conduct a financial audit or programmatic audit or both.

**B. Contractor Responsibilities**

On the tenth day of the first month of each calendar quarter, the Contractor shall provide a report of all payments, that together total more than \$2,500.00 to any single subcontractor, supplier, business partner, joint venture and/or agent, that the contractor has used to fulfill the requirements of this contract. The report shall provide the name of the business, their Federal Employment Identification Number ("FEIN"), the purchase order or contract number and the amount paid. Again, reports are due on the 10<sup>th</sup> day of January, April, July, and October for the previous quarter. All reports shall be forwarded to: Department of Administrative Services, Office of Small and Minority Business, 200 Piedmont Avenue, West Tower, Atlanta, GA 30334.

**C. Deliverables**

Contractor shall deliver the following:

**2. TERM OF CONTRACT**

This Contract shall begin on the effective date and shall continue until the close of the then current State fiscal year, (June 30, 200 ), unless renewed as hereinafter provided. DCH is hereby granted ( ) option(s) to renew this Contract for an additional term of up to one (1) State fiscal year each upon the same terms, conditions, and price in effect at the time of the renewal. The option shall be exercisable solely and exclusively by DCH. DCH shall exercise options by written notice of renewal. As to each term, the Contract shall be terminated absolutely at the close of the then current State fiscal year without further obligation by DCH.

**3. PAYMENT FOR SERVICES**

DCH shall compensate the Contractor in accordance with the payment schedule as set forth in the Contractor's cost proposal, which is incorporated herein and made a part of this Contract. Each invoice for payment must reference the Contract Number \_\_\_\_\_, Contractor's tax identification number (XX-XXXXXXX), and be itemized to identify the activities being billed. DCH will pay the invoice within thirty-(30) calendar days of receipt upon approval of deliverables and the invoice by the DCH project leader. Each invoice should be mailed to the following address:

Accounting/Financial Services – Director's Office  
Attn.: Mrs. Paula Tolbert  
Georgia Department of Community Health  
2 Peachtree Street, N.W. - 34<sup>th</sup> Floor  
Atlanta, Georgia 30303-3159

The relevant deliverables shall be mailed to the Project Leader named in the *Notice* provision of this Contract.

The total of all payments made by DCH to Contractor under this Contract shall not exceed (insert dollar amount (\$ \_\_\_\_\_)), which has been provided for through use of State, federal, grant or other funds. DCH shall have no responsibility for payment beyond that amount. It is expressly understood that the total amount of payment to the Contractor will not exceed the maximum provided above, unless Contractor has obtained prior written approval, in the form of a Contract amendment, authorizing an increase in the total payment, prior to the expenditure of any amount in excess of the maximum provided for in this paragraph.

#### **4. FUNDING**

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. At the sole discretion of DCH, this Contract shall terminate without further obligation of the State if the source of payment for DCH's obligation no longer exists or is insufficient. The certification by DCH of the events stated above shall be conclusive.

#### **5. PAYMENT OF TAXES**

Contractor will forthwith pay all taxes lawfully imposed upon it with respect to this Contract or any product delivered in accordance herewith. DCH makes no representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity.

#### **6. RELATIONSHIP OF PARTIES**

Neither party is an agent, employee, or servant of the other. It is expressly agreed that Contractor and any subcontractors and agents, officers, and employees of Contractor or any subcontractor in the performance of this Contract shall act as independent contractors and not as officers or employees of DCH. The parties acknowledge, and agree, that the Contractor, its agents, employees, and servants shall in no way hold themselves out as agents, employees, or servants of DCH. It is further expressly agreed that this Contract shall not be construed as a partnership or joint venture between the Contractor or any subcontractor and DCH.

#### **7. INSPECTION OF WORK**

DCH, the State Contractor, the Department of Health and Human Services, the General Accounting Office, the Comptroller General of the United States, if applicable, or their authorized representatives, shall have the right to enter into the premises of Contractor and/or all subcontractors, or such other places where duties under this Contract are being performed for the DCH, to inspect, monitor or otherwise evaluate the services or any work performed pursuant to this Contract. All inspections and evaluations of work being performed shall be conducted with prior notice and during normal business hours. All

inspections and evaluations shall be performed in such a manner as will not unduly delay work.

## **8. STATE PROPERTY**

Contractor agrees that any papers, materials and other documents that are produced or that result, directly or indirectly, from or in connection with Contractor's provision of the services under this Contract shall be the property of DCH upon creation of such documents, for whatever use that DCH deems appropriate, and Contractor further agrees to execute any and all documents, or to take any additional actions that may be necessary in the future to effectuate this provision fully. In particular, if the work product or services include the taking of photographs or videotapes of individuals, Contractor must obtain the consent from such individuals authorizing the use by DCH of such photographs, videotapes, and names in conjunction with such use. Contractor shall also obtain necessary releases from such individuals, releasing DCH from any and all claims or demands arising from such use.

Contractor shall be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this Contract. Contractor will also reimburse DCH for its loss or damage, normal wear and tear excepted, while such property is in the Contractor's custody or use.

## **9. OWNERSHIP AND USE OF DATA**

All DCH data created from information, documents, messages (verbal or electronic), reports, or meetings involving or arising out of this Contract is owned by DCH. Contractor is expressly prohibited from sharing or publishing the DCH data or any information relating to the Medicaid data without the prior written consent of DCH. In the event of a dispute regarding what is or is not DCH data created from information, documents, messages (verbal or electronic), reports, or meetings involving or arising out of this Contract, the Department's decision on this matter shall be final and not subject to appeal.

## **10. CONTRACTOR STAFFING**

Contractor warrants and represents that all persons, including independent contractors and consultants assigned by it to the performance of this Contract, shall be employees or formal agents of Contractor and shall have the credentials necessary (i.e., licensed, and bonded, as required) to perform the work required herein. Contractor shall include a similar provision in any contract with any subcontractor selected to perform work hereunder. Contractor also agrees that DCH may approve or disapprove Contractor's subcontractors or its staff assigned to this Contract prior to the proposed staff assignment. DCH's decision on this matter shall not be subject to appeal.

DCH also may approve or disapprove any proposed changes in key staff, or require the removal or reassignment of any Contractor employee or subcontractor employee found to be unacceptable by DCH. DCH's decision on this matter shall not be subject to appeal.

Should Contractor at any time: 1) refuse or neglect to supply adequate and competent supervision; 2) refuse or fail to provide sufficient and properly skilled personnel, equipment, or materials of the proper quality or quantity; 3) fail to provide the services in accordance with the timeframes, schedule or dates set forth in Section 1 of this Contract; or 4) fail in the performance of any term or condition contained in this Contract, DCH may (in addition to any other contractual, legal or equitable remedies) proceed to take any one or more of the following actions after five (5) calendar days written notice to Contractor:

- withhold any monies then or next due to Contractor; or,
- obtain the services or their equivalent from a third party, pay the third party for same, and withhold the amount so paid to third party from any money then or thereafter due to Contractor; or,
- withhold monies in the amount of any damage caused by any deficiency or delay in the services.

In addition, Contractor warrants that all persons assigned by it to perform work under this Contract shall be employees or authorized subcontractors of Contractor and shall be fully qualified, as required in the RFP and specified in Contractor's Proposal, to perform the work required herein. Personnel commitments made in Contractor's Proposal shall not be changed unless approved by the Department. Staffing will include the named individuals at the levels of effort proposed.

Contractor shall provide and maintain sufficient qualified personnel and staffing to enable the Deliverables to be provided in accordance with the RFP and Contractor's Proposal. Contractor warrants that Contractor will comply with all staffing/personnel obligations set out in the RFP, including but not limited to those pertaining to security, health, and safety issues.

## **11. CRIMINAL BACKGROUND CHECKS**

Contractor shall, upon request, provide DCH with a resume or satisfactory criminal background check or both of any members of its staff or a subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this Contract.

## **12. SUBCONTRACTS**

### **A. Use of Subcontractors**

Contractor will not subcontract or permit anyone other than Contractor personnel to perform any of the work, services, or other performance required of the Contractor under this Contract, or assign any of its rights or obligations hereunder, without the prior written consent of DCH. Prior to hiring or entering into an agreement with any subcontractor, any and all subcontractors shall be approved by DCH. Contractor shall, in writing, provide to DCH the names of all proposed or actual subcontractors, the scope of work of each subcontractor, and the percentage of work to be performed by each subcontractor relative to the total

scope of the Contract. Contractor is solely responsible for all work contemplated and required by this Contract, whether Contractor performs the work directly or through a subcontractor.

Contractor shall give DCH immediate notice in writing by registered mail or certified mail of any action or suit filed by any subcontractor and prompt notice of any claim made against Contractor by any subcontractor or vendor that in the opinion of Contractor, may result in litigation related in any way to this Contract.

**B. Cost or Pricing by Subcontractors**

Contractor shall submit, or shall require any subcontractors hereunder to submit, cost or pricing data for any subcontract to this Contract prior to award. Contractor shall, also, certify that the information submitted by subcontractor is to the best of their knowledge and belief, accurate, complete and current as of the date of agreement, or the date of the negotiated price of the subcontract to the Contract or Amendment to the Contract. Contractor shall insert the substance of this section in each subcontract hereunder.

If DCH determines that any price, including profit or fee, negotiated in connection with this agreement, or any cost reimbursable under this Contract was increased by any significant sum because of the inaccurate cost or pricing data, then such price and cost shall be reduced accordingly and this Contract and the subcontract shall be modified in writing to reflect such reduction.

**13. REQUIRED TRAVEL, TRAVEL EXPENSES AND USE OF STATE VEHICLES**

Should DCH formally request Contractor's participation in activities on DCH's behalf, which require travel, Contractor will be reimbursed for travel necessary to that activity in accordance with the State and DCH travel policies, procedures and prevailing per diem rates which may be found at [www2.state.ga.us/Departments/AUDIT/m&lg/travreg.html](http://www2.state.ga.us/Departments/AUDIT/m&lg/travreg.html), and are incorporated herein by reference and made a part of this Contract as if completely restated herein. The travel must be specifically required and approved by the DCH Project Leader listed in Section 26, **Notice**, prior to such travel with the duration, purpose and location of travel and any other pertinent information requested by the Project Leader needed for approval.

State vehicles shall not be used in the performance of this Contract.

**14. LICENSE, CERTIFICATE, PERMIT REQUIREMENT**

Contractor shall have, obtain, and maintain in good standing any Georgia-licenses, certificates and permits that are required prior to and during the performance of work under this Contract. Contractor agrees to provide DCH with certified copies of all licensees, certificates and permits necessary upon request.



## **15. RISK OR LOSS AND REPRESENTATIONS**

DCH takes no title to any of Contractor's goods used in providing the services and/or deliverables hereunder and Contractor shall bear all risk of loss for any goods used in performing work pursuant to this Contract.

The Parties agree that DCH may reasonably rely upon the representations and certifications made by the Contractor, including those made by the Contractor in the Contractor's Response to the RFP and this Agreement, without first making an independent investigation or verification.

The Parties also agree that DCH may reasonably rely upon any audit report, summary, analysis, certification, review, or work product that the Contractor produces in accordance with its duties under this Agreement, without first making an independent investigation or verification.

## **16. PROHIBITION OF GRATUITIES AND LOBBYIST DISCLOSURES**

Contractor, in the performance of this Contract, shall not offer or give, directly or indirectly, to any employee or agent of the State of Georgia, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this Contract, and shall comply with the disclosure requirements set forth in O.C.G.A. § 45-1-6.

Contractor also states and warrants that it has complied with all disclosure and registration requirements for vendor lobbyists as set forth in O.C.G.A. § 21-5-1, et. seq. and all other applicable law, including but not limited to registering with the State Ethics Commission. In addition, Contractor states and warrants that no federal money has been used for any lobbying of State officials, as required under applicable federal law. For the purposes of this Contract, vendor lobbyists are those who lobby state officials on behalf of businesses that seek a contract to sell goods or services to the State or oppose such Contract.

## **17. RECORDS REQUIREMENTS**

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract to the extent and in such detail as will properly reflect all costs for which payment is made under the provisions of this Contract and/or any document that is a part of this Contract by reference or inclusion. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles, and the costs properly applicable to the Contract shall be readily ascertainable therefrom.

### **A. Records Retention Requirements**

Contractor shall preserve and make available all of its records pertaining to the performance under this Contract for a period of three (3) years from the date of

final payment under this Contract, and for such period, if any, as is required by applicable statute or by any other section of this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for period of three (3) years from the date of termination or of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreements as to which exception has been taken by the State Contractor or any of his duly authorized representatives, shall be retained by Contractor until such appeals, litigation, claims or exceptions have been disposed of.

**B. Access to Records**

The state and federal standards for audits of DCH agents, contractors, and programs are applicable to this section and are incorporated by reference into this Contract as though fully set out herein.

Pursuant to the requirements of 42 C.F.R. § 434.6(a)(5) and 42 C.F.R. § 434.38, Contractor shall make all of its books, documents, papers, provider records, medical records, financial records, data, surveys and computer databases available for examination and audit by the DCH, State Attorney General, State Health Care Fraud Control Unit, the State Department of Audits, or authorized state or federal personnel. Any records requested hereunder shall be produced immediately for on-site review or sent to the requesting authority by mail within fourteen (14) calendar days following a request. All records shall be provided at the sole cost and expense of Contractor. DCH shall have unlimited rights to use, disclose, and duplicate all information and data in any way relating to the Contract in accordance with applicable state and federal laws and regulations.

**18. CONFIDENTIALITY REQUIREMENTS**

Contractor shall treat all information that is obtained or viewed by it or through its staff and subcontractors performance under this Contract as confidential information, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. Employees or authorized subcontractors of Contractor who have a reasonable need to know such information for purposes of performing their duties under this Contract shall use personal or patient information, provided such employees and/or subcontractors have first signed an appropriate non-disclosure agreement that has been approved and maintained by DCH. Contractor shall remove any person from performance of services hereunder upon notice that DCH reasonably believes that such person has failed to comply with the confidentiality obligations of this Contract. Contractor shall replace such removed personnel in accordance with the staffing requirements of this Contract. DCH, the Georgia Attorney General, federal officials as authorized by federal law or regulations, or the authorized representatives of these parties shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations.

The Contractor also agrees to assist DCH in its efforts to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its related amendments, rules, procedures, and regulations. To that end, the Contractor will cooperate and abide by any requirements mandated by HIPAA or any other applicable law. The Contractor acknowledges that HIPAA may require the Contractor and DCH to sign a Business Associate Agreement or other documents for compliance purposes, including but not limited to "Attachment E" (Business Associate Agreement). The Contractor agrees to cooperate with DCH on these matters and to sign whatever documents are required for HIPAA compliance and to abide by their terms and conditions.

## **19. TERMINATION OF CONTRACT**

This Contract may terminate or may be terminated by DCH for any or all of the following reasons:

- default by the Contractor; or
- convenience of DCH; or
- insolvency or declaration of bankruptcy by the Contractor; or
- sufficient appropriated funds no longer exist for the payment of DCH's obligation under this Contract.

### **A. Termination for Default**

The failure of Contractor to perform or comply with any term, condition, or provision of this Contract shall constitute a default by Contractor. In the event of default, DCH shall notify Contractor by certified or registered mail, return receipt requested, of the specific act or omission of Contractor that constitutes default. Contractor shall have fifteen (15) calendar days from the date of receipt of such notification to cure such default. In the event of default, and during the above-specified grace period, performance under the Contract shall continue as though the default had never occurred. In the event the default is not cured in fifteen (15) calendar days, DCH may, at its sole option, terminate the Contract for default. Such termination shall be accomplished by written notice of termination forwarded to Contractor by certified or registered mail, return receipt requested, and shall be effective at the close of business on the date specified in the notice. If it is determined, after notice of termination for default, that Contractor's failure was due to causes beyond the control of and without error or negligence of Contractor, the termination shall be deemed a termination for convenience.

### **B. Termination for Convenience**

DCH may terminate performance of work under the Contract in whole or in part whenever, for any reason, DCH determines that such termination is in the best interest of the State. In the event that DCH elects to terminate the Contract pursuant to this provision, it shall so notify Contractor by certified or registered

mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

**C. Termination for Bankruptcy or Insolvency**

In the event that Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or avails itself of, or becomes subject to, any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, DCH may, at its option, terminate this Contract. In the event DCH elects to terminate the Contract under this provision, it shall do so by sending notice of termination to Contractor by certified or registered mail, return receipt requested. The date of termination shall be deemed to be the date such notice is mailed to Contractor, unless otherwise specified.

**D. Termination for Unavailability of Funds**

Notwithstanding any other provision of this Contract, the parties hereto agree that the charges hereunder are payable by DCH from appropriations received by DCH from the General Assembly of the State. In the event such appropriations are determined at the sole discretion of the Commissioner of DCH to no longer exist or to be insufficient with respect to the charges payable hereunder, this Contract shall terminate without further obligation of DCH as of that moment. In such event, the Commissioner of DCH shall certify to Contractor the occurrence thereof, and such certification shall be conclusive.

**E. Termination Procedures**

Contractor shall:

- Stop work under the Contract on the date and to the extent specified in the notice of termination;
- Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- With the approval of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the Contract;
- Complete the performance of such part of the work as shall not have been terminated by the notice of termination; and
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of any and all property or

information related to the Contract that is in the possession of Contractor and in which DCH has or may acquire an interest.

#### **F. Termination Claims**

After receipt of a notice of termination, Contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination. Upon failure of Contractor to submit its termination claim within the time allowed, the Contract Administrator may, subject to any review required by the state procedures in effect as of the date of execution of the Contract, determine, on the basis of information available, the amount, if any, due to Contractor by reason of the termination and shall thereupon cause to be paid to Contractor the amount so determined.

Upon receipt of notice of termination, Contractor shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or any other contract. Upon termination Contractor shall be paid in accordance with the following:

- At the contract price(s) for completed deliverables and services delivered to and accepted by DCH; and/or
- At a price mutually agreed upon by Contractor and DCH for partially completed deliverables.

In the event of the failure of Contractor and DCH to agree in whole or in part as to the amounts with respect to costs to be paid to Contractor in connection with the total or partial termination of work pursuant to this article, DCH shall determine, on the basis of information available, the amount, if any, due to Contractor by reason of termination and shall pay to Contractor the amount so determined.

## **20. INDEMNIFICATION**

Contractor hereby releases and agrees to indemnify and hold harmless DCH, the State of Georgia and its departments, agencies and instrumentalities (including the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, The State Employee Broad Form Liability Funds, the State Insurance and Hazard Reserve Fund, and other self-insured funds, all such funds hereinafter collectively referred to as the "Funds") from and against any and all claims, demands, liabilities, losses, costs or expenses, and attorneys' fees, caused by, growing out of, or arising from this Contract, due to any act or omission on the part of Contractor, its agents, employees, customers, invitees, licensees or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by Contractor, or due to the application or violation of any pertinent federal, state or local law, rule or regulation. This indemnification extends to the successors and

assigns of Contractor, and this indemnification survives the termination of the Contract and the dissolution or, to the extent allowed by the law, the bankruptcy of Contractor.

## 21. INSURANCE

Contractor shall, at a minimum, prior to the commencement of work, procure the insurance policies identified below at Contractor's own cost and expense and shall furnish DCH with proof of coverage at least in the amounts indicated. It shall be the responsibility of Contractor to require any subcontractor to secure the same insurance coverage as prescribed herein for Contractor, and to obtain a certificate evidencing that such insurance is in effect. In addition, Contractor shall indemnify and hold harmless DCH and the State from any liability arising out of Contractor's or subcontractor's untimely failure in securing adequate insurance coverage as prescribed herein:

- Workers' Compensation Insurance, the policy (ies) to insure the statutory limits established by the General Assembly of the State of Georgia. The Workers' Compensation Policy must include Coverage B – Employer's Liability Limits of:

Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 each employee \$ 1,000,000 policy limits

Contractor shall require all subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Worker's Compensation Coverage.

- Commercial General Liability Policy (ies) as follows:  
Combined Single Limits: \$ 1,000,000 per person  
\$ 3,000,000 per occurrence

The Commercial General Liability Policy must be on an "occurrence" basis.

- Liability for property damage in the amount of \$ [REDACTED], including contents coverage for all records maintained pursuant to this Contract.

## 22. COMPLIANCE WITH ALL LAWS

Contractor agrees to comply with applicable federal and state laws, rules and regulations, and the State's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, physical handicap, age, or national origin. Nondiscrimination in employment practices is applicable to employees for employment, promotions, dismissal and other elements affecting employment.

Contractor agrees that all work done as part of this Contract will comply fully with applicable administrative and other requirements established by applicable federal and state laws and regulations and guidelines, including but not limited to §1902(a)(7) of the Social Security Act and DCH Policies and Procedures, and assumes responsibility for full

compliance with all such applicable laws, regulations, and guidelines, and agrees to fully reimburse DCH for any loss of funds or resources or overpayment resulting from non-compliance by Contractor, its staff, agents or subcontractors, as revealed in subsequent audits. The provisions of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.) and the rules and regulations as promulgated by the United States Department of Labor in Title XXIX of the Code of Federal Regulations are applicable to this Contract.

Contractor shall agree to conform with such federal laws as affect the delivery of services under this Contract including but not limited to the Titles VI, VII, XIX of the Social Security Act, the Federal Rehabilitation Act of 1973, the Davis Bacon Act (40 U.S.C. § 276a et seq.), the Copeland Anti-Kickback Act (40 U.S.C. § 276c), and the Americans with Disability Act of 1993 (including but not limited to 28 C.F.R. § 35.100 et seq.).

Contractor will agree to conform to such requirements or regulations as the United States Department of Health and Human Services may issue from time to time. Authority to implement federal requirements or regulations will be given to Contractor by DCH in the form of a contract amendment.

### **23. CONFLICT RESOLUTION**

Any dispute concerning a question of fact arising under the Contract that is not disposed of by agreement shall be decided by the Contract Administrator who shall reduce his or her decision to writing and mail or otherwise furnish a copy thereof to Contractor. The decision of the Contract Administrator shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of such copy, Contractor mails or otherwise furnishes a written appeal to the Commissioner of DCH. The decision of the Commissioner or his duly authorized representative for the determination of such appeal shall be final and conclusive unless otherwise determined by a court of competent jurisdiction. In connection with any appeal proceeding under this provision, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending a final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract.

### **24. CONFLICT OF INTEREST AND CONTRACTOR INDEPENDENCE**

No official or employee of the State of Georgia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in this Agreement or proposed Contract.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any material manner or degree with, or have a material adverse effect on the performance of its services hereunder. Contractor further covenants that in the performance of the Contract no person having any such interest shall be employed.

All of the Parties hereby certify that the provisions of O.C.G.A. §45-10-20 through §45-10-28, which prohibit and regulate certain transactions between state officials and

employees and the State of Georgia, have not been violated and will not be violated in any respect throughout the term.

In addition, it shall be the responsibility of the Contractor to maintain independence and to establish necessary policies and procedures to assist the Contractor in determining if the actual Contractors performing work under this Agreement have any impairments to their independence. To that end, the Contractor shall submit a written plan to DCH within five (5) business days of the execution of this Agreement in which it outlines the Contractor's policies and procedures relating to how it monitors and enforces Contractor impartiality and independence. The Contractor further agrees to take all necessary actions to eliminate threats to impartiality and independence, including but not limited to reassigning, removing, or terminating Contractors.

## **25. NOTICE**

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the addresses set forth below or to such other address as a party may designate by notice pursuant hereto.

### **For DCH:**

#### **Contract Administration:**

Georgia Department of Community Health  
2 Peachtree Street, NW - 35<sup>th</sup> Floor  
Atlanta, GA 30303-3159  
(404) – Phone  
(404) – Fax  
e-mail address:

#### **Project Leader:**

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Georgia Department of Community Health  
  
(404) – Phone  
(404) – Fax  
e-mail address:

### **For Contractor:**

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(404)  
(404) - Fax



e-mail address

It shall be the responsibility of Contractor to inform the Contract Administrator of any change in address in writing no later than five (5) business days after the change.

## **26. MISCELLANEOUS**

### **A. Choice of Law or Venue**

This Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against DCH or the State based upon or arising from this Contract shall be brought in a court or other forum of competent jurisdiction in Fulton County in the State of Georgia.

### **B. Attorney's Fees**

In the event that either Party deems it necessary to take legal action to enforce any provision of the Contract, and in the event DCH prevails, Contractor agrees to pay all expenses of such action including reasonable attorney's fees and costs at all stages of litigation as awarded by the court, a lawful tribunal, hearing officer or administrative law judge. If Contractor prevails in any such action, the court or hearing officer, at its discretion, may award costs and reasonable attorney's fees to the Contractor. The term legal action shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

### **C. Survivability**

The terms, provisions, representations and warranties contained in this Contract shall survive the delivery or provision of all services or deliverables hereunder.

### **D. Drug-Free Workplace**

Contractor must certify to DCH that a drug-free workplace will be provided for Contractor's employees during the performance of the Contract as required by the "Drug-Free Workplace Act", O.C.G.A. § 50-24-1, et seq. and applicable federal law. Contractor will secure from any subcontractor hired to work in a drug-free workplace such similar certification. Any false certification by Contractor or violation of such certification, or failure to carry out the requirements set forth in the Code, may result in Contractor being suspended, terminated or debarred from the performance of this Contract.

### **E. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Matters**

Contractor certifies that it is not presently debarred, suspended, proposed for debarment or declared ineligible for award of contracts by any federal or State agency.

**F. Waiver**

The waiver by DCH of any breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Contract and shall not establish a course of performance between the parties contradictory to the terms hereof.

**G. Force Majeure**

Neither party to this Contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, riots, lockouts, acts of war, epidemics, fire, earthquakes, or other disasters.

**H. Binding**

This Contract shall be binding on DCH and Contractor and their respective successors and permitted assigns.

**I. Time is of the Essence**

Time is of the essence in this Contract. Any reference to “days” shall be deemed calendar days unless otherwise specifically stated.

**J. Authority**

DCH has full power and authority to enter into this Contract, and the person acting on behalf of and signing for Contractor has full authority to enter into this Contract, and the person signing on behalf of Contractor has been properly authorized and empowered to enter into this Contract on behalf of Contractor and to bind Contractor to the terms of this Contract. Each party further acknowledges that it: has had the opportunity to consult with and/or retain legal counsel of its choice; read this Contract; understands this Contract; and agrees to be bound by it.

**K. Ethics in Public Contracting**

Contractor understands, states, and certifies that it made its proposal to the RFP without collusion or fraud and that it did not offer or receive any kickbacks or other inducements from any other Contractor, Contractor, supplier, manufacturer, or subcontractor in connection with its proposal to the RFP.

**L. Days**

All references to “days” shall be construed to mean calendar days, unless otherwise indicated.

**M. Contract Language Interpretation**

The Contractor and the Department agree that in the event of a disagreement regarding, arising out of, or related to contract language interpretation, the Department's interpretation of the contract language in dispute shall control and govern. The Department's interpretation of the contract language in dispute shall not be subject to appeal under any circumstance.

**N. Assessment of Fees**

The Contractor and the Department agree that the Department may elect to deduct any assessed fees from payments due or owing to the Contractor or direct the Contractor to make payment directly to the Department for any and all assessed fees. The choice is solely and strictly the Department's choice.

**O. Cooperation with Other Contractors**

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

**P. Section Titles not Controlling**

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

**Q. Limitation of Liability/Exceptions**

Nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against the Department and the State.

**27. AMENDMENT IN WRITING**

No amendment, waiver, termination or discharge of this Contract, or any of the terms or provisions hereof, shall be binding upon either party unless confirmed in writing. None of the Solicitation Documents may be modified or amended, except by writing executed by both parties. Additionally, Centers for Medicare and Medicaid Services (hereinafter "CMS") approval may be required before any such amendment is effective. DCH shall determine, in its sole discretion, when such CMS approval is required. Any agreement of the parties to amend, modify, eliminate or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein.

**28. CONTRACT ASSIGNMENT**

Contractor shall not assign this Contract, in whole or in part, without the prior written consent of DCH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

**29. SEVERABILITY**

Any section, subsection, paragraph, term, condition, provision, or other part of this Contract that is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein.

**30. COMPLIANCE WITH AUDITING AND REPORTING REQUIREMENTS FOR NONPROFIT ORGANIZATIONS (O.C.G.A. § 50-20-1 ET SEQ.)**

The Contractor agrees to comply at all times with the provisions of the Federal Single Audit Act (hereinafter called the Act) as amended from time to time, all applicable implementing regulations, including but not limited to any disclosure requirements imposed upon non-profit organizations by the Georgia Department of Audits as a result of the Act, and to make complete restitution to the Department of any payments found to be improper under the provisions of the Act by the Georgia Department of Audits, the Georgia Attorney General's Office or any of their respective employees, agents, or assigns.

**31. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representatives, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the parties.

*(Signatures on following page)*

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
**CONTRACTOR NAME**

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
AFFIX CORPORATE SEAL HERE  
(Corporations without a seal, attach a  
Certificate of Corporate Resolution)

ATTEST: \_\_\_\_\_  
\*\*SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
\* Must be President, Vice President, CEO or other authorized officer

\*\*Must be Corporate Secretary

## **ATTACHMENT A**

### **DRUG FREE WORKPLACE CERTIFICATE**

#### **U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS**

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS makes a determination regarding the award of the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

The grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) The grantee's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - a) Abide by the terms of the statement; and
  - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

5. Notifying the agency within ten days after receiving notice under subparagraph 4. b) from an employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4. b), with respect to any employee who is so convicted;
  - a) Taking appropriate personnel action against such an employee, up to and including termination; or
  - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

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Contractor

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Signature

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Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**



Federal Acquisition Regulation 52.209-5, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (March 1996)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
    - A. Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency;
    - B. Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, evasion, or receiving stolen property; and
    - C. Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- (2) “Principals,” for purposes of this certification, means officers, directors, owners, partners, and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an Agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.



- (c) A certification that if any of the items in paragraph (a) of this provision exist will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Offeror:

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
NONPROFIT ORGANIZATION DISCLOSURE FORM**

**Notice to all DCH Contractors:** Pursuant to Georgia law, nonprofit organizations that receive funds from a state organization must comply with audit requirements as specified in O.C.G.A. § 50-20-1 *et seq.* (hereinafter “the Act”) to ensure appropriate use of public funds. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized primarily for profit; and uses its net proceeds to maintain, improve or expand its operations. The term nonprofit organization includes nonprofit institutions of higher education and hospitals. For financial reporting purposes, guidelines issued by the American Institute of Certified Public Accountants should be followed in determining nonprofit status.

The Department of Community Health (DCH) must report contracts with nonprofit organizations to the Department of Audits and must ensure compliance with the other requirements of the Act. Prior to execution of any contract, the potential contractor must complete this form disclosing its corporate status to DCH. This form must be returned, along with proof of corporate status, to: Elvina Calland, Director, Contract and Procurement Administration, Georgia Department of Community Health, 35<sup>th</sup> Floor, 2 Peachtree Street, N.W., Atlanta, Georgia 30303-3159.

Acceptable proof of corporate status includes, but is not limited to, the following documentation:

- Financial statements for the previous year;
- Employee list;
- Employee salaries;
- Employees’ reimbursable expenses; and
- Corrective action plans.

Entities that meet the definition of nonprofit organization provided above and are subject the requirements of the Act will be contacted by DCH for further information.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CORPORATE STATUS: (check one) For Profit \_\_\_\_\_ Non-Profit \_\_\_\_\_

*I, the undersigned duly authorized representative of \_\_\_\_\_  
do hereby attest that the above information is true and correct to the best of my knowledge.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF GEORGIA  
THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
2 PEACHTREE STREET, N.W.  
ATLANTA, GEORGIA 30303-3159

CONFIDENTIALITY STATEMENT  
FOR SAFEGUARDING INFORMATION

I, the undersigned, understand, and by my signature agree to comply with Federal and State requirements (**References: 42 CFR 431.300 – 431.306. Chapter 350-5 of Rules of Georgia Department of Community Health**) regarding the safeguarding of Medicaid information in my possession, including but not limited to information which is electronically obtained from the Medicaid Management Information System (MMIS) while performing contractual services with the Department of Community Health, its agents or contractors.

Individual's Name: (typed or printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Company or Agency Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as "DCH") and \_\_\_\_\_ (hereinafter referred to as "Contractor") as Amendment No. \_\_\_\_\_ to Contract No. \_\_\_\_\_ between DCH and Contractor dated \_\_\_\_\_ ("Contract").

**WHEREAS**, DCH is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information ("PHI");

**WHEREAS**, Contractor, under Contract No. \_\_\_\_\_ (hereinafter referred to as "Contract"), may provide functions, activities, or services involving the use of PHI;

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DCH and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, published as the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Parts 160 and 164 ("Privacy Rule");
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by DCH.
3. **Unless otherwise required by Law, Contractor agrees:**
  - A. That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.
  - B. To establish, maintain and use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
  - C. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
  - D. That its agents or subcontractors are subject to the same obligations that apply to Contractor under this Agreement and Contractor agrees to ensure that its agents or

subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement.

- E.** To report to DCH any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. Contractor agrees to make such report to DCH in writing in such form as DCH may require within twenty-four (24) hours after Contractor becomes aware.
- F.** To make any amendment(s) to PHI in a Designated Record Set that DCH directs or agrees to pursuant to 45 CFR 164.526 at the request of DCH or an Individual, within five (5) business days after request of DCH or of the Individual. Contractor also agrees to provide DCH with written confirmation of the amendment in such format and within such time as DCH may require.
- G.** To provide access to PHI in a Designated Record Set, to DCH upon request, within five (5) business days after such request, or, as directed by DCH, to an Individual. Contractor also agrees to provide DCH with written confirmation that access has been granted in such format and within such time as DCH may require.
- H.** To give DCH, the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) or their designees access to Contractor’s books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DCH within five (5) business days after DCH, the Secretary or their designees request such access or otherwise as DCH, the Secretary or their designees may require. Contractor also agrees to make such information available for review, inspection and copying by DCH, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to DCH, the Secretary or their designees in such form, format or manner as DCH, the Secretary or their designees may require.
- I.** To document all disclosures of PHI and information related to such disclosures as would be required for DCH to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy Rule.
- J.** To provide to DCH or to an Individual, information collected in accordance with Section 3. I. of this Agreement, above, to permit DCH to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy Rule.

**4. Unless otherwise required by Law, DCH agrees:**

That it will notify Contractor of any new limitation in DCH’s Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such limitation will affect

Contractor's use or disclosure of PHI.

That it will notify Contractor of any change in, or revocation of, permission by an Individual for DCH to use or disclose PHI to the extent that DCH determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.

That it will notify Contractor of any restriction regarding its use or disclosure of PHI that DCH has agreed to in accordance with the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.

5. The **Term of this Agreement** shall be effective as of \_\_\_\_\_, and shall terminate when all of the PHI provided by DCH to Contractor, or created or received by Contractor on behalf of DCH, is destroyed or returned to DCH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

**A. Termination for Cause.** Upon DCH's knowledge of a material breach by Contractor, DCH shall either:

- (1) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by DCH;
- (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
- (3) If neither termination nor cure is feasible, DCH shall report the violation to the Secretary.

**B. Effect of Termination.**

Except as provided in paragraph (A.) (2) of this Section, upon termination of this Agreement, for any reason, Contractor shall return or destroy all PHI received from DCH, or created or received by Contractor on behalf of DCH. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Neither Contractor nor its agents nor subcontractors shall retain copies of the PHI.

- (1) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall send DCH detailed written notice of the specific reasons why it believes such return or destruction not feasible and the factual basis for such determination, including the existence of any conditions or circumstances which make such return or disclosure infeasible. If DCH determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, Contractor agrees that

it will limit its further use or disclosure of PHI only to those purposes DCH may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as DCH may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.

- (2) If neither termination nor cure is feasible, DCH shall report the violation to the Secretary.
- (3) Section 5. B. of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.

**C. Conflicting Termination Provisions.**

In the event of conflicting termination provisions or requirements, with respect to PHI, the termination provisions of Section 5 in this Business Associate Agreement shall control and supercede and control those in the underlying Contract.

- 6. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DCH to comply with applicable Medicaid laws, rules and regulations, and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable Medicaid laws, rules and regulations and the laws of the State of Georgia shall supercede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy Rule.
- 7. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Amendment, shall remain in full force and effect.

*Signatures on following page*

## SIGNATURE PAGE

Individual's Name: (typed or printed): \_\_\_\_\_

\*Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Company or Agency Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\* Must be President, Vice President, CEO or other authorized officer

\*\*Must be Corporate Secretary



## VENDOR LOBBYIST DISCLOSURE AND REGISTRATION CERTIFICATION FORM



Pursuant to Executive Order Number 10.01.03.01 (the "Order"), which was signed by Governor Sonny Perdue on October 1, 2003, Contractors with the state are required to complete this form. The Order requires "Vendor Lobbyists," defined as those who lobby state officials on behalf of businesses that seek a contract to sell goods or services to the state or those who oppose such a contract, to certify that they have registered with the State Ethics Commission and filed the disclosures required by Article 4 of Chapter 5 of Title 21 of the Official Code of Georgia Annotated. Consequently, every vendor desiring to enter into a contract with the state must complete this certification form. False, incomplete, or untimely registration, disclosure, or certification shall be grounds for termination of the award and contract and may cause recoupment or refund actions against Contractor.

In order to be in compliance with Executive Order Number 10.01.03.01, please complete this Certification Form by designating only one of the following:

- ☐ Contractor does not have any lobbyist employed, retained, or affiliated with the Contractor who is seeking or opposing contracts for it or its clients. Consequently, Contractor has not registered anyone with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.
  
- ☐ Contractor does have lobbyist(s) employed, retained, or affiliated with the Contractor who are seeking or opposing contracts for it or its clients. The lobbyists are:

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Contractor states, represents, warrants, and certifies that it has registered the above named lobbyists with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.

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 Contractor

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 Date

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 Signature

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 Title of Signatory

## APPENDIX F

### SMALL OR MINORITY BUSINESS FORM

Can your company be classified as a **SMALL BUSINESS** by the following definition?

- ♦ **Small Business** – means an independently owned and operated entity that has either fewer than one hundred (100) employees or less than one million dollars (\$1,000,000) in gross receipts per year. (State Statute 50-5-121)

☐ **YES**, if yes, please check the following reason(s) that apply:

☐ Less than 100 employees or ☐ Less than \$1,000,000 in gross annual receipts.

☐ **NO**

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#### ♦ **Minority Owned Business Enterprise**

Can your company be classified as a **MINORITY OWNED BUSINESS** by the following definition?

- ♦ **Minority Owned Business** – means a business that is owned or controlled by one or more minority persons.

Please indicate below if your firm is owned or controlled and operated by one of the minorities listed.

African American	%	Asian American	%
Hispanic / Latino	%	Pacific Islander	%
Native American	%		

Are any of your suppliers Minority and/or small business enterprises? \_\_\_\_\_

---

#### **Ownership**

American Citizen

☐ **YES**

☐ **NO**

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## **APPENDIX G**

### **PROJECT SPECIFIC BACKGROUND**

Created in 1999 by Governor Roy Barnes and the Georgia General Assembly, the Department of Community Health (DCH) has the responsibility for insuring nearly two million people, maximizing the state's health care purchasing power, and coordinating health planning for state agencies.

Through Executive Order, the Governor moved the Office of Rural Health Services (ORHS) from the Georgia Department of Human Resources to the Department of Community Health. With the move came a vast array of programs and services managed by ORHS. The mission of the Office of Rural Health Services (ORHS) is to optimize the health status and eliminate the health disparities of persons in rural and underserved areas of Georgia through the development of regional systems of quality healthcare.

- To empower communities to strengthen and maintain the best possible health care using existing resources;
- To provide up-to-date health systems information and technical assistance;
- To build strong partnerships to meet local and regional needs;
- To provide incentives to local areas to implement integrated service delivery systems; and
- To act as the single point of contact for all regional issues related to health care.

With the move came a vast array of programs and services managed by ORHS. The mission of the Office of Rural Health Services (ORHS) is to optimize the health status and eliminate the health disparities of persons in rural and underserved areas of Georgia through the development of regional systems of quality healthcare.

#### **PROGRAMS within ORHS:**

##### **Access Georgia Rural Health Matching Grants Initiative**

Access Georgia is a partnership among the Georgia Department of Community Health's Office of Rural Health Services (ORHS), the Philanthropic Collaborative for a Healthy Georgia, and the Robert Wood Johnson Foundation, aimed at optimizing the health status and reducing the health disparities of persons in rural Georgia by building regional systems of healthcare. In December 2001, nine regional partnerships covering 37 rural Georgia counties were chosen for this initiative.

##### **Rural Health Systems Program**

The Office of Rural Health Services awarded 11 Georgia contracts to develop regional systems of healthcare to improve access to healthcare within the state. The awardees service areas encompass 54 Georgia counties, most of which are federally designated Health Professional Shortage Areas (HPSAs), as well as 21 of the state's critical access hospitals.

### **Primary Care Office (PCO)**

ORHS, through its federal designation of the Primary Care Office (PCO) for Georgia, is committed to assisting in the fulfillment of the President's Initiative to create 1,200 new and expanded health center access points by the end of Fiscal Year 2006. ORHS as the PCO receives funding from the Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA) to partner with the Georgia Association for Primary Healthcare (PCA) to assist in the development of new and/or expanded Federally Qualified Community Health Centers in the state. The goal established for both the PCO and the PCA is that together we would facilitate the development of five Community Health Center (CHC) new starts and/or expansions per year, totaling 20 by Fiscal Year 2006.

The Primary Care Office (PCO) assists in improving access to primary healthcare by tracking, placing and coordinating the recruitment and retention of physicians and other allied-health professionals in medically underserved areas.

HPSA designation is needed for communities to qualify for state and federal programs aimed at increasing medical services to underserved populations. Designation typically lasts for three years and allows enhanced benefits for services in primary care, mental health, and dental. The Medically Underserved Area (MUA) targets areas for Community Health Centers (CHC) and Rural Health Clinics (RHC).

The J-1 Visa Waiver Program allows foreign medical students to participate in educational programs in the U.S. After completing medical training, they are required to return home for two years or to practice primary care in a HPSA –designated area for three years.

The National Health Service Corps is a federal initiative designated to assist HPSA communities in developing, recruiting and retaining physicians and other allied-healthcare personnel through either loan repayment or scholarships.

### **Hospital Services Program**

The Hospital Services Program provides rural hospitals with enhanced cost based reimbursement. The maximum bed size for a CAH facility is 15 acute care and 10 swing beds; the length of stay must be below an average of 96 hours. CAH aids in the continuation of healthcare services for rural residents and enables hospitals to be eligible for enhanced reimbursement from Medicare, Medicaid, and the State Health Benefit Plan. CAH designation provides small, rural hospitals a range of opportunities for services enhancement, quality of care improvement and certain economies of scale through network participation.

### **Migrant, Homeless, and Special Programs**

The Georgia Farmworker Health Program (GFHP) was created in 1990 to improve the general health status of Georgia migrant and seasonal farmworkers (MSFWs) and their families. GFHP provides cost-effective, culturally appropriate primary healthcare, arranges for other levels of healthcare through advocacy and collaboration with local organizations and groups, and finds

alternative funding sources to equip MSFWs to understand healthcare options in terms of their health status and accessing care.

### **Healthcare for the Homeless**

The purpose of the Healthcare for the Homeless Program (HCHP) is to provide primary health care services at sites where homeless people congregate such as shelters and soup kitchens.

### **Rural Enrichment and Access Program (REAP)**

The Rural Enrichment and Access Program (REAP) is a collaborative among the Robert Wood Johnson Foundation, the Georgia Department of Community Health (coordinated through ORHS), and Mercer University School of Medicine. REAP's mission is comprised of four major components: a rural leadership pipeline, recruitment and retention, network development, and a revolving loan incentive.

### **Statewide Area Health Education Centers Network (AHEC)**

The mission of the Georgia Statewide AHEC Network is to create and sustain community driven, regional programs promoting healthcare access for medically underserved Georgians by improving the quality, diversity, education, supply, distribution, and retention of healthcare professionals. This partnership, coordinated by the Medical College of Georgia and Mercer University School of Medicine, is a complex, multi-disciplinary effort responding to the problems of health professional supply and distribution in rural and underserved areas in Georgia.

Since 1992, the Georgia Statewide AHEC Network has represented a growing partnership of health providers, health profession students, educators, state agencies, and communities joined together with a commitment to resolve these problems through educational support to health professionals in the field, both as students and as practitioners.

### **Networks for Rural Health**

The Networks for Rural Health is designed to help rural providers and community leaders build healthcare systems which are clinically relevant, financially viable, improve the care seeking experiences of rural residents, provide access to care for the uninsured, and improve health status.

This particular initiative was chosen due to chronic hypertension being one of the leading causes of death among the Georgia Health Status Indicators. Chronic hypertension is among the top ambulatory sensitive conditions for Medicaid expenditures. The Office has partnered with Federally Qualified Health Centers to expand access to health care in Georgia. A number of centers have focused on primary care and preventive efforts related to chronic disease.

## APPENDIX H

### GLOSSARY

**Department** - State of Georgia Department of Community Health

**DOAS** - State of Georgia Department of Administrative Services

**FQHC** – Federally Qualified Health Center

**Fiscal Agent** - A contractor performing multiple functions in support of the Medicaid and State Health Benefit Plan program including processing and auditing claims for payment and performs certain other related functions, as required, as an agent for the State.

**Fixed Price Basis** – A calculation of the price in which the total is a fixed lump sum or an amount made up of fixed unit prices.

**Georgia Vendor Manual** – This manual can be downloaded and viewed on the Internet at DOAS web page at [www.doas.state.ga.us](http://www.doas.state.ga.us).

**O.C.G.A.** - Official Code of Georgia (State statutes)

**Offeror** – Any corporation, company, organization, or individual, that responds to this RFP with a full proposal.

**PCAP** – Primary Care Access Plan

**Proposer** – See Offeror. A firm that submits a proposal in response to this RFP.

**RFP (Request for Proposals)** - the document that describes to prospective Offerors the requirements, terms and conditions and technical information.

**Targeted Population** - the poor, Medicaid, PeachCare and particularly the uninsured and underinsured.

## APPENDIX I

### FORM FOR SUBMITTING WRITTEN QUESTIONS

Written Questions for RFP No.	419-03-00394
RFP Title	

Company Name			
Date:			
Deadline for written questions	April 8, 2004, 1:00 pm		

Type your question in the question section. Leave the answer section blank. All written should be sent to [awoodard@dch.state.ga.us](mailto:awoodard@dch.state.ga.us) before the deadline.

NOTE: You are NOT limited to ten (10) questions.

	Question	Answer (leave blank)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

## APPENDIX J

### COMMUNITY CHARACTERISTICS ATTACHMENT

Description	Characteristic	Community Wide Data		Target Population Data	
		#	%	#	%
<b>RACE/ETHNICITY</b>	White (excluding Hispanic)				
	Black (excluding Hispanic)				
	Hispanic (all races)				
	American Indian and Alaskan Native				
	Asian/Pacific Islander				
	Other/Unknown				
	Total (100 percent)				
<b>INCOME AS A PERCENT OF POVERTY LEVEL &lt; 100% - 200%</b>	100 percent and below				
	101-200 percent				
	Over 200 percent				
	Unknown				
<b>PRIMARY THIRD PARTY PAYMENT SOURCE</b>	Medicaid/Capitated				
	Medicaid/Not Capitated				
	Medicare				
	Other Public Insurance				
	Private Insurance, including capitation				
	None/Uninsured				
<b>SPECIAL POPULATIONS</b>	Migrant/Agricultural Worker				
	Seasonal Agricultural Worker				
	Homeless				
	AIDS cases				
	HIV-infected				
	Substance Abuse				
	Public Housing Residents				
	Other				